ORIGINAL NEW APPLICATION

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CORP COMMISSION COCKET CONTROL

Arizona Corporation Commission

DOCKETED

AUG 13 2014 .

August 13, 2014

Docket Control

Arizona Corporation Commission

1200 W. Washington

Phoenix, AZ 85007

T-01051B-14-0301

T-03654A-14-0301

DOCKETED BY

Re:

In the Matter of Adoption of the LIS Facility PVU Amendment to the

Interconnection Agreement between Qwest Corporation dba CenturyLink QC

and Level 3 Communications, LLC for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Level 3 Communications, LLC ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by modifying the LIS Facility PVU as set forth in Exhibit A, into the Interconnection Agreement. The Agreement was approved by the Commission on January 17, 2007, by operation of law.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Norman G. Curtright

NGC/bardm

Enclosure

Docket Control, Arizona Corporation Commission August 13, 2014 Page 2

cc: Jamie Moyer

Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, CO 80021

Rick Thayer- Legal Level 3 Communications, LLC 1025 Eldorado Blvd. Broomfield, CO 80021

LIS Facility PVU Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications LLC for the state of Arizona

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Level 3 Communications LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Arizona which was approved by the Commission; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by modifying the LIS Facility PVU as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of July 3, 2014. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

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The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

| Level 3 Collinationalions LLC | Gwest Corporation and CenturyLink G | | | | |
|--|---|--|--|--|--|
| Mack D. Green ARCZEDETABSHADS Signature | 05E9FC88BD67454 L. T. Christensen DocuSigned By: L. T. Christensen Signature | | | | |
| Mack D. Greene Name Printed/Typed | L. T. Christensen Name Printed/Typed | | | | |
| Sr Director – Voice Network Strategy Title 7/28/2014 | Director – Wholesale Contracts Title | | | | |
| Date | 7/29/2014 Date | | | | |

Level 3 Communications LLC

Exhibit A Arizona

| Amendment | | | | | | Notes | | |
|--|--|----|-----------|-----------------------|-------------------|-------|--------------|---|
| | | | Recurring | Recurring Per Mile | Non- Recurring | REC | Mile Mile | Š |
| 7.0 Interconnection | | | | - | | | | _ |
| 7.12 Toll VolP-PSTN Traffic | | | | | | | | _ |
| 7.12.3 Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU) | | 3% | 3% | | 3 | | | |
| | | | 1 | | | 1 | i i | |